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OneWest Bank N.A.)*

IN RE:

THOMAS W. RIDINGS,

Debtor.

Case No. 15-60651

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## **AMENDED STIPULATION FOR CONSENSUAL PLAN TREATMENT**

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Following the hearing on June 2, 2016, the Chapter 13 debtor Thomas W. Ridings (“Debtor”), the creditor CIT Bank, N.A. (formerly known as OneWest Bank N.A.) (herein “CIT Bank”), and the Chapter 13 Trustee, (the “Trustee”) conferred regarding Debtor’s Amended Chapter 13 Plan dated May 27, 2016 (the “May 27 Plan”) (Dkt. 100). As a result of these discussions Debtor filed an Amended Chapter 13 Plan dated June 16, 2016 (the “June 16 Plan”). The June 16 Plan supersedes the May 27 Plan. Now for the avoidance of doubt, the Trustee,

CIT Bank and Debtor stipulate and agree to the following limited amendments to the treatment and administration of the Claim<sup>1</sup>, under the June 16 Plan.

1. The Claim shall be administered in the manner provided for in the Stipulation at Dkt. 110 and approved at Dkt. 112, except as specifically stipulated to herein.

2. The June 16 Plan was submitted by Debtor to address the objection of Diane Zorb (“Zorb”) filed on May 17, 2016 at Dkt. 92.

3. Zorb alleged that she had a valid judgment lien on property referred to in the Stipulation as the 5 Martha Road #4, Columbia Falls, MT 59912 (the “Martha Rd. Property”), and there would be no money to be received by the Chapter 13 Trustee following its sale because Zorb as a secured creditor would be entitled to all net sales proceeds.

4. As a result, the June 16 Plan, specifically excludes the Martha Rd. Property as an asset to be administered for the benefit of creditors. Thus, CIT Bank acknowledges and agrees that the Martha Rd. Property will not be liquidated by the Trustee and CIT Bank shall have no right to any sales proceeds from any sale of the Martha Rd. Property.

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<sup>1</sup> Capitalized terms not defined herein shall have the same meaning ascribed to them in the Stipulation Resolving Debtor’s Objection to CIT Bank’s Proof of Claim and for Consensual Plan Treatment (Dkt. 96) (the “Stipulation”), and approved by Order dated May 24, 2016 at Dkt. 97 (the “Order”).

5. To insure the June 16 Plan is adequately funded Debtor has increased the amount of the payments to be made through the June Plan as follows, and CIT Bank's Pre-Petition Arrearages shall be paid through the Trustee on a pro-rata basis until they have been paid in full:

- \$1700 per month for 10 months;
- \$1950 per month for 26 months; and,
- \$2300 per month for 24 months, for a total term of 60 months.

6. The forgoing changes in the June 16 Plan shall not affect paragraphs 9-10 of the Stipulation and the payment of the Post-Petition Arrearages.

7. Except as specifically amended herein, the Stipulation at Dkt. 96 and Order at Dkt. 97 shall remain in full force and effect, and govern the administration and treatment of CIT Bank's Claim.

Dated this 16th of June, 2016.

CROWLEY FLECK PLLP

/s/ Benjamin P. Hursh

Crowley Fleck PLLP

*Attorneys for CIT Bank, N.A. (formerly known  
as OneWest Bank N.A.)*

Dated this 16th of June, 2016.

LUNDBERG LAW OFFICE PLLC

/s/ Jessie Lundberg

*Attorneys for Debtor*

Dated this 16th of June, 2016.

CHAPTER 13 TRUSTEE

/s/ Robert G. Drummond  
*Chapter 13 Trustee*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies under penalty of perjury that on June 16, 2016, a copy of the foregoing pleading was served (i) by electronic means, pursuant to LBR 7005-1, 9013-1(c) and 9036-1 on the parties noted in the Court's ECF transmission facilities and/or (ii) by mail to the following parties: None.

By /s/ Benjamin P. Hursh  
BENJAMIN P. HURSH  
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